

This Page Is Inserted by IFW Operations
and is not a part of the Official Record

BEST AVAILABLE IMAGES

Defective images within this document are accurate representations of the original documents submitted by the applicant.

Defects in the images may include (but are not limited to):

- BLACK BORDERS
- TEXT CUT OFF AT TOP, BOTTOM OR SIDES
- FADED TEXT
- ILLEGIBLE TEXT
- SKEWED/SLANTED IMAGES
- COLORED PHOTOS
- BLACK OR VERY BLACK AND WHITE DARK PHOTOS
- GRAY SCALE DOCUMENTS

IMAGES ARE BEST AVAILABLE COPY.

As rescanning documents *will not* correct images,
please do not report the images to the
Image Problem Mailbox.

11-17

PATENT

DB
#7

Practitioner's Docket No. 013341-000003b

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Buncke

Application No.: 09/919,750

Group No.: 3731

Filed: July 31, 2001

Examiner: Jackson, Gary

For: Surgical Methods Using One-Way Suture

☐ Patent No: Issued:

Commissioner for Patents
Washington, D.C. 20231

POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST
(REVOCATION OF PRIOR POWERS)

As assignee of record of the entire interest of the above identified

☒ application,

☐ patent,

REVOCATION OF PRIOR POWERS OF ATTORNEY

all powers of attorney previously given are hereby revoked and

NEW POWER OF ATTORNEY

the following attorney(s) and/or agent(s) are hereby appointed to prosecute and transact all business in the Patent and Trademark Office connected therewith.

<u>Attorney</u>	<u>Registration No.</u>
Michael G. Johnston	38,194
Dominic J. Chiantera	27,776
Steven B. Phillips	37,911
Charles L. Evans	40,380
Charles L. Moore, Jr.	33,742
Matthew W. Witsil	47,183
Jennifer L. Skord	30,687
Gregory A. Stephens	41,329

☐ Attached, as part of this power of attorney, is the authorization of the above-named attorney(s) to accept and follow instructions from my representative(s).

RECEIVED
JAN 13 2003
TECHNOLOGY CENTER R3700

SEND CORRESPONDENCE TO:
Michael G. Johnston
MOORE & VAN ALLEN PLLC
2200 West Main Street, Suite 800
Durham, North Carolina 27705

DIRECT TELEPHONE CALLS TO:
Michael G. Johnston
(919)-286-8037

Customer No.: 24239



Quill Medical, Inc.

2505 Meridian Parkway, Suite 150
Address
Research Triangle Park, NC 27713

☒ Recorded in the PTO on 12/20/02

Reel 013305

Frame 0279

☐ Recorded herewith

ASSIGNEE STATEMENT

Attached to this power is a "STATEMENT UNDER 37 C.F.R. § 3.73(b)."

Date: 1/2/09


signature

Matthew Megaro
Name of person signing

President & CEO
Title of person signing

(check the following item, if it forms a part of this power of attorney)

☐ Added page - Authorization of attorney(s) to accept and follow instructions from representative

TECHNOLOGY CENTER R3700

JAN 13 2003

RECEIVED

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Buncke

Application No.: 09/919,750

Filed: July 31, 2001

For: Surgical Methods Using One-Way Suture

Commissioner for Patents
Washington, D.C. 20231



Group Art Unit: 3731

Examiner: Jackson, Gary

TECHNOLOGY CENTER R3709

JAN 13 2003

RECEIVED

CERTIFICATE UNDER 37 CFR 3.73(b)
ESTABLISHING RIGHT OF ASSIGNEE TO TAKE ACTION

1. The assignee(s) of the entire right, title and interest hereby seek(s) to take action in the PTO in this matter.

IDENTIFICATION OF ASSIGNEE

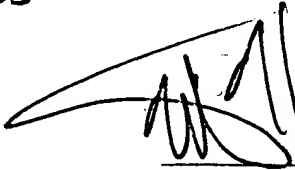
2. Quill Medical, Inc.
Name of Assignee
Corporation
Type of assignee, e.g., corporation, partnership, university, government agency, etc.

CERTIFICATION 37 CFR 1.10

I hereby certify that this correspondence is, on the date shown below, being deposited with the United States Postal Service as "Express Mail Post Office to Addressee" in an envelope addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231.

Express Mail Label No. EV 205 195 763 US

Date: 1/9/03


Signature

PERSON AUTHORIZED TO SIGN

3. Matthew Megaro

President and CEO

(complete the following, if applicable)

- ☒ I, the person signing below, aver that I am empowered to sign this statement on behalf of the assignee.

BASIS OF ASSIGNEE'S INTEREST

Ownership by the assignee is established as follows:

A.

1. ☒ An assignment from the inventor(s) of the matter identified above, which was recorded in the PTO at
Reel , 013305 Frame . 0279
2. ☐ An assignment (document) separately being submitted for recordal herewith.

AND/OR

- B. ☒ A chain of title from the inventor(s) to the current assignee as shown below:

1. From: Harry J. Buncke
Name of inventor(s)

To: Frank Hoffman (1/2 interest)

Recorded in PTO: Reel 8572, Frame 0279

2. From: Harry J. Buncke and Frank Hoffman
Name of inventor(s) or assignee

To: Quill Medical, Inc.

Recorded in PTO: Reel 013305, Frame 0279

3. From: _____
Name of inventor(s) or assignee

To: _____

Recorded in PTO: Reel _____, Frame _____

- ☐ Additional documents in the chain of title are listed in the attached Supplemental Sheet

COPIES OF DOCUMENTS IN CHAIN OF TITLE

(complete this item, if copies are being sent)

☒ Copies of the assignment(s) or other document(s) in the chain of title are attached as follows:

<input checked="" type="checkbox"/> A	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 2	
<input checked="" type="checkbox"/> B	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3

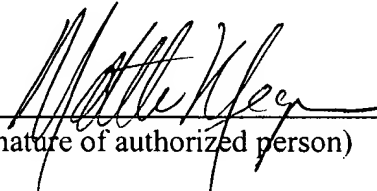
DECLARATIONS

I, the undersigned, have reviewed all the documents in the chain of title of the

<input type="checkbox"/> patent application	<input type="checkbox"/> patent
<input type="checkbox"/> reexamination	<input checked="" type="checkbox"/> reissue

matter identified above and, to the best of my knowledge and belief, title is in the assignee identified above.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.


(Signature of authorized person)

Matthew Megaro

(type or print name of authorized person)

President & CEO

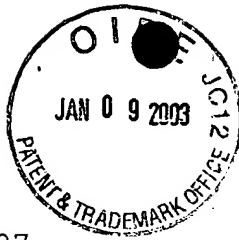
Title of authorized person

TECHNOLOGY CENTER #3700

JAN 13 2003

RECEIVED





UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JULY 29, 1997

PTAS

THOMAS M. FREIBURGER
650 CALIFORNIA STREET, 29TH FLOOR
SAN FRANCISCO, CALIFORNIA 94108



100448695A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 05/21/1997

REEL/FRAME: 8572/0279
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

BUNCKE, HARRY J.

DOC DATE: 04/30/1997

ASSIGNEE:

HOFFMAN, FRANK
1760 WILLOW ROAD
HILLSBOROUGH, CALIFORNIA 94010

SERIAL NUMBER: 08859887
PATENT NUMBER:

FILING DATE:
ISSUE DATE:

JOANN STEWART, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

MRD
5-21-97

40/581

AD

TELEPHONE
(415) 781-0310

86188 U.S. PTO
05/21/97

LAW OFFICES OF
THOMAS M. FREIBURGER
PATENT, TRADEMARK & COPYRIGHT LAW
650 CALIFORNIA STREET, 29TH FLOOR
SAN FRANCISCO, CALIFORNIA 94108

FACSIMILE
(415) 981-5027

07-03-1997



100448695

68588 U.S. PTO
08/059887
05/21/97

Commissioner of Patents and Trademarks
Washington, D.C. 20231

Re: Docket No. 447P
Recordation of Assignment Of Patent Application From
Harry J. Buncke to Frank Hoffman for
Surgical Methods Using One-Way Suture

Dear Sir:

Please record the enclosed copy of an assignment document.
Relevant assignment data are as follows:

Assignor: Harry J. Buncke
1565 Kingswood Drive
Hillsborough, California 94010

Assignee: Frank Hoffman
1760 Willow Road
Hillsborough, California 94010

This is an assignment of an undivided one-half interest in the patent application and patent, the assignment document having been executed April 30, 1997.

Please send all correspondence to Thomas M. Freiburger, at the address on this letter.

This is a request for recordation of an assignment of a single patent application, and the required fee of \$40 is enclosed.

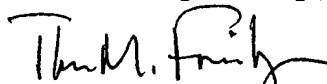
07/02/1997 TTON11 00000299 08859887 40.00 DP
01 FC:581

Commissioner of Patents and Trademarks
May 21, 1997
Page 2

Docket No. 447P

To the best of my knowledge and belief, the information contained herein is true and correct, and any copy submitted is a true copy of the original document.

Yours very truly,

A handwritten signature in dark ink, appearing to read "Th. M. Freiburger". The signature is fluid and cursive, with a large loop at the end.

Thomas M. Freiburger
Reg. No. 27,063
Attorney for
Harry J. Buncke and
Frank Hoffman

TMF/jf
Enclosure

ASSIGNMENT

WHEREAS I, Harry J. Buncke, residing at 1565 Kingswood Drive, Hillsborough, California 94010, a citizen of the United States of America, have invented certain new and useful improvements for "SURGICAL METHODS USING ONE-WAY SUTURE" for which application for Letters Patent has been executed of even date herewith; and

WHEREAS, Frank Hoffman of 1760 Willow Road, Hillsborough, California 94010 is desirous of acquiring an interest therein, to and under the said improvements and the said application.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, Harry J. Buncke, do hereby sell, assign, transfer and set over, unto Frank Hoffman, his successors, legal representatives and assigns, an undivided one-half of the full right, title and interest in, to and under the said improvements, and the said application for patent, and all divisions, continuations and continuations-in-part thereof, and all patents of the United States which may be granted thereon and all applications for Letters Patent which may be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States, and to all

extensions, renewals, and reissues thereof, and the right to claim priority under the International Convention for the Protection of Industrial Property; and I hereby authorize and request the Commissioner of Patents of the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said Harry J. Buncke and Frank Hoffman, in the respective 50% interests.


It is hereby mutually agreed that neither Harry J. Buncke nor Frank Hoffman will grant a license or licenses under said application or Letters Patent (U.S. or foreign) or sell his interest or any portion of his interest therein without the written consent of the other, and no license or assignment shall be valid without the signature of both affixed thereto; and further it is agreed that all profits, of whatever nature, arising from sales of rights, licenses, or privileges to manufacture, sell or use said invention and improvements or from sales of the patent or any interest therein, shall be divided among the parties hereto in the respective interests stated herein, and that each shall account to the other for any profits, purchase price or royalties, etc. so received.

It is further agreed that if any party hereto shall make or shall have made or sell products coming within the said application or patent, he will account to the other for an amount

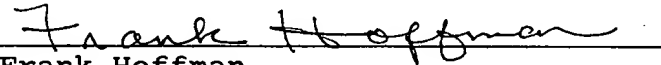
equal to a percentage of a reasonable royalty thereon corresponding to the ownership percentage of the parties as set forth hereinabove, or a similar percentage of profit from such sales, whichever is greater.

IN WITNESS WHEREOF, we have executed and delivered this assignment on the date set forth below.

Date: 4/30/97


Harry J. Buncke

Date: 4/30/97


Frank Hoffman



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

DECEMBER 23, 2002

PTAS

MOORE & VAN ALLEN, PLLC
2200 W MAIN STREET
SUITE 800
DURHAM, NC 27705

800004612A***800004612A***

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 12/20/2002

REEL/FRAME: 013305/0279
NUMBER OF PAGES: 8

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

BUNCKE, HARRY J.

DOC DATE: 12/20/2002

ASSIGNOR:

HOFFMAN, FRANK

DOC DATE: 12/20/2002

ASSIGNEE:

QUILL MEDICAL, INC.
2505 MERIDIAN PARKWAY, SUITE 150
RESEARCH TRIANGLE PARK
NORTH
CAROLINA
27713

SERIAL NUMBER: 09919750
PATENT NUMBER:FILING DATE: 07/31/2001
ISSUE DATE:SERIAL NUMBER: 08859887
PATENT NUMBER: 5931855FILING DATE: 05/21/1997
ISSUE DATE: 08/03/1999

013305/02/9 PAGE 2

LAZENA MARTIN, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

Electronic Version 1.1.0

12/20/2002
800004612

Stylesheet Version: 1.1.0

PATENT ASSIGNMENT**SUBMISSION TYPE: NEW ASSIGNMENT****NATURE OF CONVEYANCE: ASSIGNMENT OF ASSIGNOR'S INTEREST****CONVEYING PARTY DATA****Name:** Buncke, Harry J.**Execution Date:** 12/20/2002**Name:** Hoffman, Frank**Execution Date:** 12/20/2002**RECEIVING PARTY DATA****Name:** Quill Medical, Inc.**Street Address:** 2505 Meridian Parkway, Suite 150**Internal Address:****City:** Research Triangle Park**State:** NORTH CAROLINA**Country:****Postal Code:** 27713**PROPERTY NUMBERS****Application Number:** 09919750**Patent Number:** 5931855**Number of Properties:** 2

The USPTO, Office of Public Records, will send correspondence via facsimile to **FAX NUMBER:** 919.416.8337

CORRESPONDENCE DATA:***Correspondence will be sent via US Mail when a fax number******has not been provided or the fax attempt is unsuccessful.***

When the customer number has been provided, the Office of Public Records will obtain the correspondence data from the official record on file at the USPTO.

CUSTOMER NUMBER: 024239**NAME OF PERSON SIGNING:** Michael G. Johnston**DATE SIGNED:** 12/20/2002

Total Attachments: 6

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT ("Agreement") is made and entered into this 14th day of October, 2002, by and between Harry J. Buncke, an individual residing at 1565 Kingswood Drive, Hillsborough, CA, 94010 Frank Hoffman, an individual residing at 1760 Willow Road, Hillsborough, CA, 94010 (hereinafter referred to as "Assignors"), and Quill Medical, Inc., a Delaware corporation with a principal place of business located at 2505 Meridian Parkway, Suite 150, Research Triangle Park, NC, 27713 (hereinafter referred to as "Assignee").

WITNESSETH

WHEREAS, Assignors are the sole and exclusive owners of the Patent Rights (as hereinafter defined) set forth herein; and

WHEREAS, Assignee desires to acquire, and Assignors desire to assign, each Assignor's entire right, title, and interest in and to the Patent Rights.

NOW, THEREFORE, for the good and valuable consideration set forth below, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Assignors hereby sell, assign, transfer and convey unto Assignee all of Assignors' right, title and interest in and to the patent applications and patents set forth on Exhibit A attached hereto, any patents issuing based on any patent applications set forth on Exhibit A, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing and all reissues, divisionals, renewals, reexaminations, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively "Patent Rights").

Furthermore, Assignors hereby sell, assign, transfer and convey unto Assignee all of Assignors' right, title and interest in and to all other know-how, trade secrets, improvements, inventions discoveries, concepts, and ideas, whether patentable or not, relating to the subject matter disclosed and/or claimed in the Patent Rights (collectively "Know-How"). In addition, Assignors hereby agree to assign and transfer to Assignee, from time to time as necessary, all of the right, title and interest that Assignors may later acquire or create in and to the Know-How for a period of one (1) year after the effective date of this Agreement.

Assignors further agree to transfer, or cause to be transferred, all documents and things necessary or relevant for Assignee to pursue, protect, or exploit its rights hereunder.

Assignors further agrees to and hereby does sell, assign, transfer and convey unto Assignee: (i) those rights to recover past, present and future damages for infringement of the Patent Rights, and (ii) all rights to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights and Know-How, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding. Assignors also hereby authorize the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights or Know-How in the name of Assignee, as the holder to the entire interest therein. Assignors further agrees, at the expense of Assignee, to take all necessary and reasonable steps to record this Agreement in the Assignments branch of the United States Patent and Trademark Office and the respective patent office or governmental agency in each jurisdiction as soon as practicable.

In consideration of this Assignment, Assignee shall (a) pay a total of Fifty Thousand Dollars (\$50,000) upon the execution of this Assignment, and (b) issue a total of Seventy Five Thousand (75,000) shares of Assignee's Series B Preferred Stock, wherein each of Harry J. Buncke and Frank Hoffman will receive Thirty Seven Thousand Five Hundred shares, and each subject to all the terms and conditions of the Subscription Agreements attached in Exhibits B and C, respectively.

Assignors hereby warrant and represent (a) that they have the full right to convey the entire interest herein assigned, (b) that they have not executed, and will not execute, any agreement in conflict herewith, (c) that Exhibit A is a true and complete list of all patents and patent applications, (d) that there are no licenses or other agreements pursuant to which any other person or entity granting any right, title or interest in the Patent Rights or Know-How, (e) that they are the sole and exclusive owners of the entire legal and beneficial right, title and interest in the Patent Rights and that the Patent Rights are free and clear of any lien, charge, security interest, claim or other such encumbrance, and (f) that the Patent Rights have not been adjudged invalid or unenforceable by any relevant patent authority or court of competent jurisdiction.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignors, its successor, assigns and other legal representatives. This Agreement and its attached Exhibits A, B, and C, hereby incorporated by reference, contains the entire understanding of the parties with respect to the subject matter hereof. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The waiver by any party hereto of any right hereunder or the failure to perform or of a breach by any party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by the other parties whether of a similar nature or otherwise. This Assignment may be executed in any number of counterparts, each of which when so

executed and delivered shall be an original, but all of which shall constitute one and the same agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ASSIGNORS:

Harry J. Buncke

Frank Hoffman

Accepted and acknowledged:

ASSIGNEE:

Quill Medical, Inc.

By: 

Name: Matt Megaro

Title: President

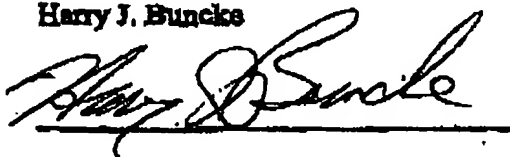
executed and delivered shall be an original, but all of which shall constitute one and the same agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

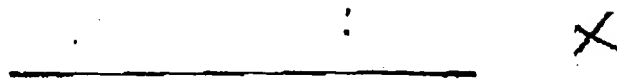
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ASSIGNORS:

Harry J. Buncke

Frank Hoffman

+ 



Accepted and acknowledged:

ASSIGNEE:

Quill Medical, Inc.

By: _____

Name: Matt Meary

Title: President

executed and delivered shall be an original, but all of which shall constitute one and the same agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ASSIGNORS:

Harry J. Buncke

Frank Hoffman

Frank Hoffman X

Accepted and acknowledged:

ASSIGNEE:

Quill Medical, Inc.

By: _____

Name: Matt Megaro

Title: President

HAM: 1140032

3

Exhibit A

U.S. Patent No. 5,931,855
Surgical Methods Using One-Way Suture
Inventor: Harry J. Buncke

U.S. Reissue application No. 09/919,750 filed July 31, 2001

European Application No. 98 923 644

Australian issued patent No. 743,056

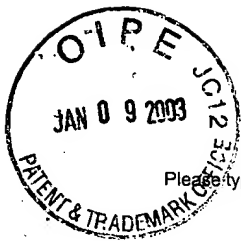
Australian application No. 31406/02

Canadian application No. 2990533

New Zealand issued patent 501,442

New Zealand pending application 515,820

Mexican pending application No. 9910692



01-10-03

3731

Please type a plus sign (+) inside this box →



PTO/SB/21 (08-00)

Approved for use through 10/31/2002. OMB 0651-0031

U.S. Patent and Trademark Office: U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

TRANSMITTAL FORM (to be used for all correspondence after initial filing)		Application Number	09/919,750
		Filing Date	July 31, 2001
		First Named Inventor	Harry J. Buncke
		Group Art Unit	3731
		Examiner Name	Jackson, Gary
Total Number of Pages in This Submission	23	Attorney Docket Number	013341-000003b
ENCLOSURES (check all that apply)			
<input type="checkbox"/> Fee Transmittal Form <input type="checkbox"/> Fee Attached <input type="checkbox"/> Amendment / Reply <input type="checkbox"/> After Final <input type="checkbox"/> Affidavits/declaration(s) <input type="checkbox"/> Extension of Time Request <input type="checkbox"/> Express Abandonment Request <input type="checkbox"/> Information Disclosure Statement <input type="checkbox"/> Certified Copy of Priority Documents <input type="checkbox"/> Response to Missing Parts/Incomplete Application <input type="checkbox"/> Response to Missing Parts under 37 CFR 1.52 or 1.53	<input type="checkbox"/> Assignment Papers (for an Application) <input type="checkbox"/> Drawing(s) <input type="checkbox"/> Licensing-related Papers <input type="checkbox"/> Petition <input type="checkbox"/> Petition to Convert to a Provisional Application <input checked="" type="checkbox"/> Power of Attorney, Revocation Change of Correspondence Address <input type="checkbox"/> Terminal Disclaimer <input type="checkbox"/> Request for Refund <input type="checkbox"/> CD, Number of CD(s) _____	<input type="checkbox"/> After Allowance Communication to Group <input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences <input type="checkbox"/> Appeal Communication to Group (Appeal Notice, Brief, Reply Brief) <input type="checkbox"/> Proprietary Information <input type="checkbox"/> Status Letter <input checked="" type="checkbox"/> Other Enclosure(s) (please identify below): Certificate under 37 CFR 3.73; copies of chain of title documents; acknowledgement postcard	RECEIVED JAN 13 2003 TECHNOLOGY CENTER R3700
SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT			
Firm or Individual Name	MOORE & VAN ALLEN MICHAEL G. JOHNSTON, REG. NO. 38,194		
Signature			
Date	January 9, 2003		

CERTIFICATE OF MAILING			
I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as express mail in an envelope addressed to: Commissioner for Patents, Washington, DC 20231 on this date: January 9, 2003.			
Typed or printed name	WYATT D. HAMILTON		
Signature		Date	January 9, 2003

Burden Hour Statement: This form is estimated to take .2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.